

H403101D/C

INTERGOVERNMENTAL AGREEMENT
AMONG
THE STATE OF ARIZONA,
AND
MOHAVE COUNTY, ARIZONA

THIS AGREEMENT is entered into 4 November 1998,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-
954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State"), and
MOHAVE COUNTY, ARIZONA, acting by and through its BOARD OF
SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-401 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The County is empowered by Arizona Revised Statutes
Section 11-251 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has authorized
the undersigned to execute this agreement on behalf of the
County.

3. Incident to a highway widening and improvement project
on SR-95 from Courtwright to Central contemplated by the State,
the parties hereto desire to design, construct, operate and
maintain new warranted traffic signals at the intersections of
SR-95 at Courtwright Road (MP 227.3), Willow Drive (MP 230.3),
Joy Lane (MP 236.4) and Camp Mohave Road (MP 238.4), at an
estimated total cost of \$380,000.00, hereinafter referred to as
the Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. 22771
Filed with the Secretary of State
Date Filed: 11/04/98

Betty Bayless
Secretary of State

By Vicky V. Greenwood

II. SCOPE OF WORK

1. The State will:

a. Provide to State standards design studies, plans, specifications and such other documents and services required for construction bidding and construction of the Project. Incorporate or resolve County review comments.

b. Call for bids, and with the concurrence of the County, award one or more construction contracts for the Project. Administer same, and confer with the County on any Project contract modifications. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

c. Be responsible for 50 percent of the cost of the signals at Courtwright Road, Willow Drive and Camp Mohave Road, and for 66.66 percent (two thirds) of the cost of the signal at Joy Lane. The total amount of the State's share of all four signals is currently estimated at \$203,000.00.

d. Upon completion and acceptance of the Project, provide maintenance.

e. Relocate all utilities associated with the County road widening improvements and invoice the County for those relocation costs, in an amount currently estimated at \$2,000.00

2. The County will:

a. Review the design documents and provide comments.

b. Confer with the State on any Project related construction contract modifications, and be responsible for the County's proportionate share of any cost increases, and for any contractor claims for extra compensation due to delays or whatever reason attributable to the County.

c. Be responsible for 25 percent of the cost of the signals at Courtwright Road and Willow Drive, and for 50 percent of the cost of the signal at Camp Mohave Road, and for 33.33 percent (one third) of the cost of the signal at Joy Lane. The total amount of the County's share of all four signals is currently estimated at \$127,000.00.

d. Upon completion and acceptance of the Project by the State, provide electrical energy to operate the signals and intersection lighting at Willow Drive, Joy Lane and Camp Mohave Road and be responsible for the cost of same.

e. Be responsible for the County road widening improvements including right of way acquisition and utility relocations, required for the signal installation at Joy Lane, Willow, Camp Mohave and Courtwright. The roadway widening cost is currently estimated at \$91,206.50. The utility relocation cost is currently at \$2000.00.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the start of the construction of the Project, upon thirty (30) days written notice to the other parties.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. As to the State and the County, in the event of any controversy which may arise out of this agreement, the State and the County agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Mohave County
County Manager
PO Box 7000
Kingman, AZ 86401

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of their state to enter into this agreement and that the agreement is in proper form.

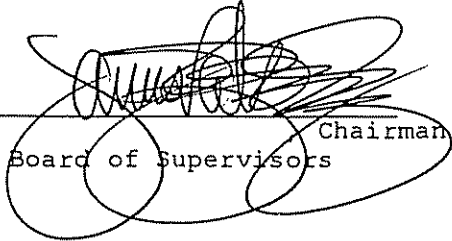
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

MOHAVE COUNTY, ARIZONA


STATE OF ARIZONA

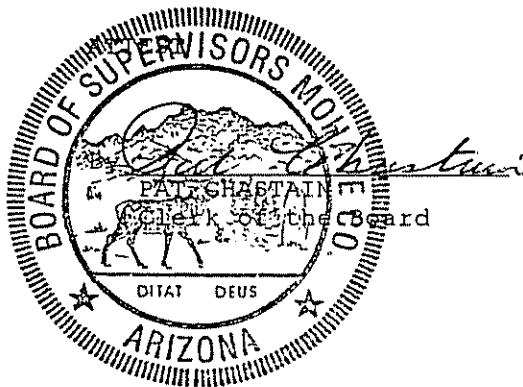
Department of Transportation

By


Chairman
Board of Supervisors

By

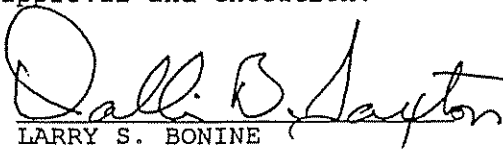

EDWARD D. WRIGHT
Deputy State Engineer



RESOLUTION

BE IT RESOLVED on this 29th day of July 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Mohave County and the Fort Mojave Indian Tribe for the purpose of defining responsibilities for the design, construction and maintenance of new warranted traffic signals on SR-95 at Courtwright, Willow, Joy and Camp Mohave Roads.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.


for LARRY S. BONINE
Director

RESOLUTION No. 98- 386

WHEREAS, the Board of Supervisors of Mohave County met in Special Session this 5th day of October 1998, and

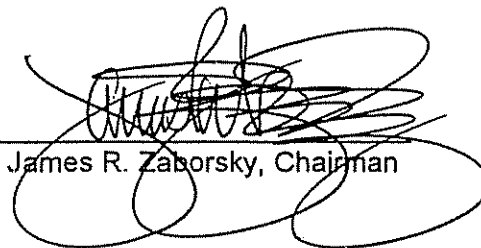
WHEREAS, the Mohave County Board of Supervisors has determined that it would be in the best interest of Mohave County to enter into an Intergovernmental Agreement with the Arizona Department of Transportation for the purpose of defining responsibilities for the design, construction and maintenance of new warranted traffic signals on SR-95 at Courtwright, Willow, Joy and Camp Mohave Roads, and

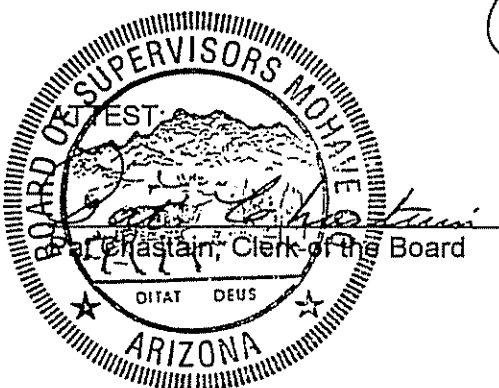
WHEREAS, ARS 11-952 empowers the Board of Supervisors of Mohave County to enter into agreements, and

WHEREAS, James R. Zaborsky, Chairman of the Mohave County Board of Supervisors is hereby authorized to execute the Intergovernmental Agreement and any amendments and/or modifications thereto on behalf of Mohave County.

PASSED, APPROVED AND ADOPTED this 5th day of October, 1998

MOHAVE COUNTY BOARD OF SUPERVISORS


James R. Zaborsky, Chairman



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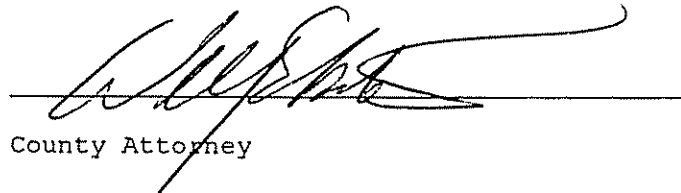
OCT 14 1998

A. C. PUBLIC WORKS

APPROVAL OF THE MOHAVE COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and MOHAVE COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 22 day of Sept, 1998.


County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2997

GRANT WOODS
ATTORNEY GENERAL

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR97-2445TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE October 26, 1998.

GRANT WOODS
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/16235

Enc.